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#### ABSTRACT

Twenty-eight articles and ten appendices contractually agreed to by Oakland Community College (Michigan) and the Oakland Community College Faculty Association constitute this collective bargaining agreement. Areas covered by the contract include: recognition, conditions of work, conditions of employment, staff reduction, evaluation, discharge and demotion, sabbatical leave, vacations, holidays, sick leave, leaves of absence without pay during individual contract period, bereavement leave, leaves of absence without pay, group insurance and retirement, grievance procedure, community education, academic freedom and ethics, retirement, faculty relations committee, vacancies and transfers, financial responsibility, overloads, salaries, rights of the board of trustees, miscellaneous provisions, separability and savings clauses, waiver, and term of agreement. Appendices cover: minimum qualifications and procedures for employment, departments and department beads, statement on ethics, academic calendar, salary schedule, Association-Board relations, fringe benefits, the Faculty Association, course classifications for faculty load, and coaching supplemental contracts. (JDS)

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# FACULTY MASTER AGREENT

ED130742

September 1, 1975 to August 31, 1977

> US DEPARTMENT OF HEALTH EDUCATION & WELFARE NATIONAL INSTITUTE OF EDUCATION

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OAKLAND COMMUNITY COLLEGE

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# **MASTER AGREEMENT**

Parts of the Cou	nties of Dakland, Washt	n as the Community Collage Bistrict renaw, Livingston and Lapaer, Michiga " and the Dakland Community Colle	'n
	ion, hereinafter referred	to as the "Association," on this 1st, 1975, enter into the followin	_
acreement:	Ø.		*



#### ARTICLE I - RECOGNITION

#### 1.1 RECOGNITION OF ASSOCIATION

The College recognizes the Association as the exclusive representative to the extent required by Act 379 of the Michigan Public Act of 1965 for the purpose of collective bargaining for all full-time faculty with respect to hours, wages, terms and conditions of employment during the term of this Agreement.

## 1.2 DEFINITION OF FULL-TIME FACULTY

The term full-time faculty shall include all persons who are employed on a ten month teaching contract, and who are employed to teach more than eight (8) credit hours or more than two (2) sections during any full session.

# 1.3 <u>EXTENSION OF DEFINITION OF FULL-TIME FACULTY TO LIBRARIANS. COUNSELORS. IPLL, AND CARREL ARCADES</u>

The term full-time faculty shall include persons employed on a ten (10) month contract or more as librarians, counselors, instructors in the individualized Programmed Learning Laboratories and the Carrel Arcades who work more than fifteen (15) hours per week.

# 1.4 EMPLOYEES EXCLUDED FROM COVERAGE UNDER THE AGREEMENT

The following employees are excluded from this Agreement: officers of the College, other administrative and supervisory personnel, and anyone performing administrative or supervisory functions for the College.

Administrative and Supervisory functions do not include coordinating activities (e.g., role of a department head), but do include administrative decision-making roles (including supervision of other college employees), service on appeal boards, committees with administrative decision-making responsibilities, and administrative bargaining teams.



#### ARTICLE II - CONDITIONS OF WORK

#### 2.1 TEACHING FACULTY

For faculty members whose function is to instruct students, the following conditions shall prevail:

#### A. CLASS ASSIGNMENTS

All class schedules and faculty assignments, constructed and submitted by the Department, shall be subject to the approval of the appropriate supervisor. The Administration cannot require a department to submit a schedule containing fewer instructional credit hours than the number that made in the corresponding session of the previous year. The immediate supervisor may disapprove the schedule containing a number of instructional credit hours beyond this minimum only for the following reasons:

- a. Relevant historical data.
- b. Current enrollment trends.
- Lack of demonstrated program needs.
- d. Budget restrictions imposed by external agencies (e.g., state, federal) which make the offering of additional instructional credit hours financially impossible.
- e. Facility limitations.

In submitting and resubmitting of schedules the departments are expected to meet reasonable deadlines of which they have been properly notified.

## EVENING ASSIGNMENTS

Where sufficient full-time faculty do not choose to work evening assignments (after 5:00 P.M.) the Department shall assign such courses to Department members on a semester rotation basis. Such evening assignments for full-time faculty shall not exceed one (1) evening per week, except during spring and summer sessions when two (2) evenings might be required and except when Section 2.10 is applied.

# C. HOURS ON CAMPUS

Scheduling of hours on campus, other than hours devoted to instruction, shall be the responsibility of the individual instructor, while taking into account the needs of the students, the Department and the College.

# D. <u>CONTINUOUS ASSIGNMENT LIMITATION</u>

A faculty member's class assignments shall be scheduled with a continuous eight (8) hour period in any one day except es he and the Department might otherwise agree and except when Section 2.10 is applied.



# 2.1 TEACHING FACULTY

#### E. MAXIMUM TEACHING LOAD

Students shall be assigned to courses by section. The maximum session student credit hours per faculty member shall be as in the table below:

Course Group\*

	Session SCH Load Fall/Winter/Spring or Summer	Maximum Students Per Section
Group A*	420/420/210	35
Group B*	300/300/150	² 25

However, the maximum number of students per section may be increased by two (2) during the regular registration period.

# F. EXPERIMENTAL TEACHING LOADS

Nothing herein shall prevent an individual faculty mamber, at his request, and as an experiment, from teaching larger or smaller numbers of student credit hours than the normal established, if such experiment, described in writing, is approved by the campus department and the Provost. Upon approval, a copy of the description of the experiment shall be forwarded to the Association.

# G. CONDITIONS GOVERNING LIMITATIONS OF LOADS

Adjustments of these maximum load assignments downward shall be made for limitations that might occur in connection with facilities and equipment. In the event such adjustment becomes necessary, the Department and the appropriate supervisor shall make the necessary change.

# H. CANCELLATION OF SECTIONS AND OFFICIAL COUNT

A section which is scheduled shall not be cancelled before classes begin on the first instructional day without agreement between the department scheduling the section and the appropriate supervisor.

From the first (1st) instructional day through the sixth (6th) instructional day fall and winter, third (3rd) instructional day spring end summer, a section which has at least 10 students shall not be cancelled before the sixth (6th) instructional day fall and winter, third (3rd) instructional day spring and summer, without agreement between the department scheduling the section and the appropriate supervisor.



<sup>\*</sup>See Appandix I - Course Classification for Faculty Load.

#### 2.1 TEACHING FACULTY

#### H. CANCELLATION OF SECTIONS AND OFFICIAL COUNT

Any section which by the sixth (6th) instructional day, fall and winter, third (3rd) instructional day spring and summer, has an enrollment of fifteen (15) shall not be cancelled without prior approval of the department offering that course. Faculty load and overload will be computed on the seventh (7th) instructional day, fall and winter and fourth (4th) instructional day spring and summer, based on official count established by the department and appropriate supervisor for each specific section.

## I. COURSE DEVELOPMENT AND REVISION

Course development and revision shall be performed in lieu of teaching assignments with the approval of the faculty member's department and the immediate supervisor. Course development and revision shall in no case be considered as contributing to overload.

Assignments for course development and/or course revision shall include a description of the work to be accomplished and the date by which the project is to be completed. All such assignments must be completed and receive the approval of the appropriate department and of the immediate supervisor.

# J. TEACHING WITHIN SPECIALIZATION

No faculty member may, without his consent, be required to teach outside of his academic disciplines, applied fields, or general education areas.

## K. PROFESSIONAL MEETINGS

Class meetings staffed by full-time faculty shall nut be scheduled between the hours of 3:30 P.M. and 5:00 P.M. on Thursdays to allow time for various meetings of full-time faculty.

# L. LOADS FROM MORE THAN ONE GROUP

If a faculty member's load is comprised of courses from more than one group, his session SCH load shall be determined on a proportionate basis, depending on the proportion of his SCH load made up of courses taught from each group.

# M. MAXIMUM CONTACT HOURS

In no case shall a faculty member be held responsible for more than 20 contact hours per week, unless he elects overload. No other hours may be assigned by the Administration.



#### 2.1 TEACHING FACULTY

#### N. DESIGNATION OF REGULAR LOAD

Sections which are a part of a faculty member's regular load to a maximum of fourteen (14) ICH's, will be so designated with an "R" at the time of the submission of schedules. A faculty member may have his name printed in the published schedules by up to twenty-one (21) hours in fall and winter, and up to 11 hours in spring and summer.

# 2.2 LIBRARIANS, COUNSELORS, IPLL, CABREL ARCAGES

For faculty members as defined in Article 1.3, the following conditions shall prevail:

#### A. HOURS PER WEEK

Such faculty members shall work a thirty (30) hour week exclusive of meals and meetings.

#### 8. ALLOWANCE FOR TEACHING

Should such faculty member agree to teach a campus college credit course for which he is qualified, the normal non-instructional work-week shall be reduced by two (2) hours for each clock hour devoted to group instruction. For example: If a faculty member teaches five (5) clock hours of instruction he would still be responsible for twenty (20) non-instructional clock how an campus.

# C. EVENING ASSIGNMENTS

Where sufficient faculty do not choose to work evening assignments (after 5:00 P.M.) the department shall assign such department members on a rotation basis. Such evening assignments shall not exceed one (1) evening per week.

# O. STUDEN' LOAOS FOR COUNSELORS

A faculty inember who has an educational counseling contract shall be assigned a student load by the counseling department. All campus students, except those covered by special contract, such as apprentice/technical and externally funded projects, e.g., CETA. WIN, shall be assigned to an Educational Counselor.. However, a student shall not be required to be counseled unless his academic standing is in jeopardy according to the Educational Progress Scale. Extension students shall not be counted in the Educational Counselors' on campus load. Under these circumstances the maximum number of students assigned to an Educational Counselor



# 2.1 TEACHING FACULTY

#### D. STUDENT LDADS FOR COUNSELORS

shall be 440 per session. The 440 figure shall be reduced by the number of students in each section devoted to group instruction. In the event a full counselor load is not filled on campus, he will be assigned off campus students to fill his load.

#### E. LIBRARY SERVICE

The library shall be open whenever classes are in session (Monday through Friday).

## F. FACULTY ASSIGNMENTS

Schedules and faculty assignments shall be made by the Department, subject to the approval of the appropriate supervisor.

## G. CONTINUOUS ASSIGNMENT LIMITATION

A faculty member's duties shall be scheduled within a continuous eight (8) hour period in any one day except as he and the Department might otherwise agree.

#### 2.3 WORKWEEK

Except by request of the individual faculty member and his department, the work week for all feculty members shall be within the period from Monday through Friday.

# 2.4 DEPARTMENT SUPPORT via BUDGET COUNCIL

Adequate secretarial, technical, clerical, operating and capital funds will be provided for departments. If conditions exist that require consideration for effecting a moratorium involving the above items, the College Budget Council shall be convened to deliberate the matter and make its recommendations. No budget adjustment action shall be undertaken until receipt of the College Budget Council recommendation.

# 2.5 CAMPUS TRANSFER AND TRAVEL ALLOWANCE

Except as provided for newly employed members under 3.7, faculty members shall not be required to change from specific College geographical locations during the individual contract year without the issuance of a new contract, except in the case of an emergency such as illness or injury to another full-time faculty member. Such emergency situations shall not exceed the equivalent of one (1) full semester. If such change is agreed to by the faculty member, he shall receive payment of 14 cents per mile for each mile of driving required over the miles regularly driven to and from the assigned campus. Mileage driven to arrange for or to teach classes et off-campus locations due to limited facilities, shall be reimbursed at the above rate.



# 2.6 DEPARTMENT FACULTY EVALUATION

Department members will share in the analysis and/or evaluation of the instructional program. No analysis or evaluation shell be implemented without prior knowledge and participation by the department.

#### 2.7 FINAL EXAMINATION

Final examinations shall be given only during the final exam period. If no finel examinations ere to be required in a given course, the last class meeting shall be held on the date the final examination is scheduled, except as otherwise approved by the Provost.

# 2.8 MAXIMUM LOADS WITHIN THE ACADEMIC YEAR

The maximum load of a faculty member, exclusive of overload, shall be thirty (30) credit hours of instruction distributed proportionately over the duration of the individual ten (10) month contract period. An individual faculty member may be assigned sufficient credit hours during the spring session to equal up to thirty (30) credit hours of instruction for his ten (10) month contract without payment of overload for the spring session. An individual faculty member, with agreement of the department and appropriate supervisor may elect to raise his maximum load up to 15 ICH (525 SCH\*) for type A courses and 15 ICH (375 SCH\*) for type B courses (adjusted according to Article II) in a full semester. The faculty member's spring session maximum load shall be reduced accordingly.

\*Combination of type A courses and type B courses shall be computed on a proportional basis.

#### 2.9 ACADEMIC CALENDAR

The College will negotiate and agree upon the Academic Calendar with the Oakland Community College Faculty Association prior to adoption of the Academic Calender, (APPENDIX D). These negotiations for the 1977–78 Academic Calendar shall occur within the time constraints required by the College for the publication of the catalog which may be different than Section 29.2.

#### 2.10 PROCEDURE FOR FILLING NORMAL LOADS

In the event that a teaching faculty member is one or more sections short of his maximum sectional load, his immediate supervisor shall request that the following alternatives be implemented:

- A. Having his department assign him a section(s) for which he is qualified according to that department, not already part of another faculty member's regular load.
- B. Having his department assign him a section(s) for which he is

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# ARTICLE (I - CONDITIONS OF WORK (cont'd.) 2.10 PROCEDURE FOR FILLING NORMAL LOADS

- B. qualified, according to that department, in their campus extension service area.
- C. Having another campus department on another campus, in the same discipline, assign him a section(s) for which he is qualified, according to that department, in their campus extension service area.
- D. Having another campus department on another campus, in the same discipline assign him a section(s) for which he is qualified, according to that department, not already a part of another faculty member's regular load.

These alternatives must be utilized in the order provided above. The faculty member shall receive a payment of 14 cents per mile for each mile of driving required over the miles regularly driven to and from his assigned campus.

## 2.11 MULTI-DEPARTMENT ASSIGNMENTS

For the fall, winter or spring session, if a faculty member desires and if affected departments agree, a faculty member may be scheduled one in-load section by a department other than his own.



### ARTICLE III - CONDITIONS OF EMPLOYMENT

#### 3.1 COPIES OF MASTER AGREEMENT

The College will supply 500 copies of the ratified Master Agreement to the Association.

#### 3:2 EMPLOYMENT OF FACULTY

The College shall employ faculty members as it deems necessary to carry out the instructional program of the College in accordance with the qualifications as set forth in Appendix A. The appropriate existing Campus Department shall interview and evaluate all applicants, including those suggested by the Provost or the President, and within ten (10) working days of the expiration of the posting recommend three candidates ranked in order of the department's preference to the campus supervisor designated by the Provost. No qualified applicants may be excluded by the submission of less than three names. Together with their recommendations the department shall provide the reason for their total recommendation and submit folders containing all interview and evaluation data and records of all candidates considered.

Should the supervisor disagree with the recommendations of the department, he shall within five (5) working days so notify the department; the supervisor and the department shall within five (5) working days meet in an attempt to resolve their differences. If the matter is not resolved at said meeting, it shall be referred within five (5) working days by the Administration to the President. If the President does not approve one of the recommendations of the department, he shall, within fifteen (15) working days, state his reasons in writing and request the department to submit a different recommendation. Within five (5) working days the department must respond to his request. Upon agreement of the campus department and the Provost the Recommendation shall be submitted to the Board of Trustees through the President.

# 3.3 PROBATION

All faculty shall be employed on a probationary basis which shall continue until a faculty member has served on a full-time basis for a minimum of four (4) consecutive full semesters. A full semester is a fall or winter session. At the option of the College, a third academic year, (two (2) additional full semesters) of probation may be required. The requirement of a third year of probation shall not be used as a normal procedure and the College shall state in writing the reasons for such decision.

# 3.4 EXTENSION OF PROBATION

In no case shall a full-time faculty member be continued in probationary status after serving in a probationary status for six (6) full seniesters.



# ARTICLE III - CONDITIONS OF EMPLOYMENT (cont'd.)

#### 3.5 CONTINUING CONTRACT

Upon satisfactory completion of the probationary period as described in 3.3. a faculty member shall, at his next regular contract period, be employed on a continuing basis on the recommendation of the President and the approval of the Board of Trustees. Should the faculty member complete his probationary period at the end of the Fall semester, he shall be notified by December 15th of that year as to the intention of the College to recommend a continuing contract at the next regular contract renewal period. A faculty member completing his probationary period at the end of the fall semester, he shall be notified by December 15th of that year as to the intention of the College to recommend a continuing contract at the next regular contract renewal period. A faculty member completing his probationary period at the end of the winter semester shall be notified of the intention of the College by March 15th of that year. Should the College decide that it will not offer a new probationary contract or a continuing contract, the notification shall include the reasons for such decision.

## 3.6 DISCHARGE OF THOSE WITH CONTINUING CONTRACTS

Faculty members who have been granted a continuing contract may be discharged or demoted only for a reasonable or just cause and shall be notified of any such action by certified mail by March 15 prior to the expiration of his current continuing contract or contract supplement.

# 3.7 CONTRACT INFORMATION

Probationary contracts\*, continuing contracts\* and contract supplements\* shall include the following information:

- A. The academic disciplines, applied fields, general education areas, counseling, or library, for which the faculty member is employed.
- B. The function to be performed.
- C. The salary schedule step of the faculty member.
- D. The campus, campuses, or campus system at which the faculty member is assigned.
- E. The salary to be paid.
- F. The beginning and ending dates of the contract\*.

\*The provisions of any form of an individual contract shall not supercede the Master Agreement.

While a newly employed faculty member's initial contract shall indicate a specific campus or campus system, he may be assigned by the College as necessary with proper notification up to September 1.



# ARTICLE III - CONDITIONS OF EMPLOYMENT (cont'd.)

winter semesters only may be granted.

# 3.8 <u>DURATION OF CONTRACTS</u> Duration of Full time individual contracts shall be for ten (10) months or two (2) months in accordance with the approved Academic Calendar. At the request of a faculty member, eight (8) month contract for the fall and

Ten (10) month contracts shall begin September 1 and include fall and winter semester and the spring session.

# 3.9 SUMMER SESSION FACULTY

Full-time faculty shall be given preference for employment in their academic discipline, applied field or general education area, as the case may be, during the summer session. Part-time faculty shall be employed only after all full-time faculty seeking employment have been placed in their specialization for the summer session.

# 3.10 SUMMER EMPLOYMENT FOR FACULTY

In the event that a full-time faculty member is going to be offered summer employment, a statement of intent to that effect shall be issued by the College by May 31. Faculty loads in the summer shall be on the basis of assignments as described in Section 2.1, and 2.2.

# 3.11 DATE TO RECEIVE NOTIFICATION OF REEMPLOYMENT

Full-time faculty members to be re-employed shall be offered individual contracts or contract supplements by July 15, provided that negotiations on a New Master Agreement have been concluded by June 1. Should an agreement not be concluded by June 1, contracts shall be issued within fifteen (15) days after ratification by both parties.

# 3.12 TEN AND TWELVE MONTH PAY

Salaries of faculty members shall be paid on a bi-weekly schedule over the length of their individual contract. After September 1, a faculty member who elects at the time of the execution of his individual contract to have his salary spread over a twelve (12) month period may not revoke said election for any reason.

# 3.13 NOTIFICATION TO NOT RECEIVE CONTRACT

If a new individual contract (probationary, continuing, or contract supplement), is not offered for the ensuing year a full-time faculty member, he shall be notified in writing of the fact by certified mail instmarked on or before March 15.

## ARTICLE III - CONDITIONS OF EMPLOYMENT (cont'd)

#### 3.14 PROFESSIONAL GROWTH FUND

The College encourages faculty members to continue their studies and be active in professional organizations by attending professional meetings. Professional growth funds of \$200 for the academic year 1975—76 and \$225 for the academic year 1976—77 shall be paid to each faculty member in a separate check during the month of October each respective year.

#### 3 15 TUITION OF FACULTY, SPOUSES AND DEPENDENT CHILDREN

Faculty members, spouses, and dependent children residing with faculty members, who enroll in OCC credit courses shall be granted tuition authorization upon request of the faculty member prior to registration. Such requests shall be made to the campus business manager.

## 3.16 PRORITY OF RESPONSIBILITIES

A full time faculty member, upon acceptance of a contract has, as his primary responsibility the fulfillment of the duties assigned to him by Oakland Community College. These obligations shall take precedence over all other professional commitments.

#### 3.17 FACULTY OFFICES

The College shall provide each faculty member with ample office space and all equipment which is necessary to carry out instructional and student consultation, subject only to budgetary limitation. The objective is the stwo person office with individual equipment for both faculty members.

# 3.18 SPECIAL CONTRACTS

Special contracts for performing certain administrative duties shall include a description of the work to be accomplished, termination date of the contract, and the compensation to be paid. All such assignments must be completed and receive the approval of the appropriate supervisor before the final compensation is paid. Compensation for special contracts shall not exceed ten (10%) percent of the faculty member's ten month salary (Appendix E, column 1) per ten (10) month academic year. Special contracts shall not exceed twenty (20%) percent of the faculty member's ten (10) month salary (Appendix E, column 1) for the summer session. Such contracts shall be mutually agreed to between the faculty member and the College, and shall not interfere with instructional responsibilities.

# 3.19 PART TIME FACULTY

No part time faculty member shall be employed to teach more than eight (8) credit hours or more than two (2) sections in any full session, or four (4) credit hours or one (1) section in a spring or summer session.



# ARTICLE II - CONDITIONS OF EMPLOYMENT (cont'd.)

# 3.20 EMERGENCIES AND ILLNESS ON CAMPUS

A well-equipped area will be provided on each campus where itlness and injuries which occur on the College premises can be adequately treated. The College shell meintain the equivalent of at least one full-time nurse. Clearly defined procedures to guide all staff in the handling of emergencies shall be provided by the campus Provost.

# 3.21 NUMBER OF PART TIME FACULTY

The number of people employed as part-time faculty members on the campuses in any session shall not exceed thirty-five (35%) percent of the full-time faculty head count of the College.

# 3.22 POSTING OF FACULTY POSITIONS

The College shall post all faculty positions available within the College through the Personnel Office to all campus departments and in conspicuous locations throughout the College. Dakland Community College faculty members shall be given preference for any essignments for which they are qualified. No recommendation shall be made by the Personnel Office until seven (7) working days after the posting of said position.



#### ARTICLE IV - STAFF REDUCTION

#### 4.1 SENIORITY

- A. A faculty member shall be entered on the seniority list of the College from his initial date of full-time employment.
- B. Seniority shall continue to accrue during absence from the College due to sabbatical leave or involuntary leave due to staff reduction or involuntary military service.
- C. Except for involuntary military service, seniority shall not accrue during leaves of absence as described in Article XIII.
- D. A feculty member shall lose seniority with the College if he resigns, quits, or is discharged.
- E. Administrators who were assigned faculty status by Board of Trustees action prior to November 1, 1970, shall accrue seniority on a yearly basis. In no case will seniority be granted to administrators other than on this "grandfather cleuse" consideration. In no case shall the granting of such seniority result in the transfer or placement on leave of absence without pay of any faculty member.
- F. A faculty member shall accrue faculty seniority only for time during which he qualified or has qualified as a full-time faculty member under the conditions set forth in Article I of this agraement, except as provided for in 4.1 E.

## 4.2 REDUCTION OF FACULTY

Whenever necessary to decrease the size of the full-time faculty staff in any fundamental discipline, applied field, general education area, counseling, IPLL, carrel arcades, or library area because of insufficient funds or substantial decrease of student population in the College, the Board, upon recommendation of the President, may cause the necessary number of faculty, beginning with those serving probationary periods, to be placed on leave of absence without pay, but only in inverse order of their accrued faculty seniority.

Should it become evident that a particular department will be unable to function because of seniority reduction of staff, inter-departmental transfers of qualified staff members shall be considered. Should this not resolve the problem, the College shall negotiate with the Association for a satisfactory solution.

- A. When circumstances shall be appropriate, each faculty member placed on leave of absence as aforementioned shall be reinstated in inverse order of his placement of leave of absence when a position for which he was employed is available.
- B. Such reemployment shall not result in loss of status or credit for previous years of service.
- C. The Colfege shall notify qualified faculty members on leave of absence of subsequent vacancies by certified mail. No new



# ARTICLE IV - STAFF REDUCTION (cont'd.)

# 4.2 C. REDUCTION OF FACULTY

appointments shall be made within fifteen (15) days from date of such notification.

O. If more than one faculty member placed on leave of absence applies to fill the vacancy and degree backgrounds and other qualifications are equal, then the applicant having the greatest seniority shall be offered the position.

# 4.3 <u>RELATION TO FILLING POSITIONS, OVERLOADS AND PART TIME</u> FACULTY

A faculty member on or before placement on a leave of absence due to staff reduction shall be given preference based upon seniority, for any faculty position for which he is qualified, and agrees to accept before the filling of any such position, assignment of overload or extension positions by other full or part-time faculty members, or before hiring of part-time faculty.

# 4.4 SEVERANCE PAY TO CONTINUING CONTRACT FACULTY In the event a faculty member who has been granted continuing contract status is placed on leave of absence without pay, due to staff reduction, such faculty member shall receive an amount equal to one (1) month's

such faculty member shall receive an amount equal to one (1) salary as severance compensation.

# 4.5 HONDRING OF PRESENT CONTRACTS

If staff reduction becomes necessary, faculty members contracts will be honored for the period stated in the contract unless terminated by mutual consent.



# ARTICLE V - EVALUATION

## 5.1 PROBATIONARY FACULTY

Probationary faculty members shall be reviewed by their department twice each year on the basis of criteria established by the campus department. The Statement of Professional Ethics from the Bulletin of the American Association of University Professors, September, 1966, shall be used as a guideline to the development of such criterie. A copy of the criteria used by each department shall be forwarded to the immediata supervisor prior to its use. The criteria shall be made available to the probationary employee by the department within fifteen (15) days efter the start of his assignment. The department shall notify the immediate supervisor when the review has been completed.

Should the department racognize areas of deficiency, it shall request evaluation by the immediate supervisor no later than January 1. Such request shall not become a part of the faculty member's personnel file, nor shall it serve as a cause for dismissal, or the basis for rebutting a grievance.

Should be deem it necessary, with one week's prior written notice to the faculty member, the immediate supervisor shall have the exclusive right to make evaluations without such departmental request. Evaluation shall not be used to harass probationary faculty members.

# 5.2 CONTINUING CONTRACT FACULTY

Continuing contract faculty members may be reviewed by their departments on the basis of criteria established in 5.1

Continuing contract faculty members may be subject to evaluation, on the basis of criteria established in 5.1, should the department or the immediate supervisor deem it necessary. One week prior notice to the faculty member shall be given in writing and shall include the reason or reasons such evaluation is deemed necessary. Evaluation shall not be used to harass continuing contract employees. The immediate supervisor shell have the exclusive right to make such evaluation.

# 5.3 INTERVIEW WITH THE EVALUATOR

Within the ten (10) working days following an evaluation by the immediete supervisor, the faculty member shall be granted a personal interview with the evaluator, during which interview the evaluation report will be signed by both parties to indicate receipt only and a copy made available to the faculty member. If deficiencies in performance are evidenced, such deficiencies shell be set forth within the evaluation report in specific terms. The immediate supervisor will conduct follow-up evaluations, if warranted, where deficiencies were reported. Failure to egain note a specific deficiency within ninety (90) working days shall be



# ARTICLE V - EVALUATION (cont'd.)

# 5.3 INTERVIEW WITH THE EVALUATOR

interpreted to mean that adequate improvement has taken place. Should the faculty member feel the evaluation is improper, he may request a conference with the campus Provost, within ten (19) working days of the receipt of the evaluation report. Further, in the event the faculty member feels the evaluation is incomplete or unjust and no change has resurted from the conference with the Provost, he may put his objections in writing and have them attached to all copies of the evaluation report prior to their inclusion in his personnel file.

# 5.4 COPIES OF EVALUATION REPORTS

A faculty member shall receive copies of all reports of performance evaluations which become a part of his personnel file. A faculty member shall be apprised of any material placed in his personnel file and the personnel file shall be made available to the faculty member of his review upon request; privileged information such as references and confidential credentials from other institutions normally collected prior to employment shall be specifically exempted from such review.

A faculty member shall upon request be provided with a copy of an item or items from his personnel file, provided such item is not of privileged nature.

#### 5.5 PROFESSIONAL ACHIEVEMENTS

Faculty members may at any time submit evidence of professional achievement or special services to the College or the community for inclusion in their personnel file.



#### ARTICLE VI - DISCHARGE AND DEMOTION

## 6.1 CONTINUING CONTRACT FACULTY

The procedures contained herein shall apply only to faculty members who have been granted continuing contract status.

#### 6.2 DISCHARGE OR DEMOTION CHARGES

Oischarge or demotion of a faculty member under continuing contract may be made only for a reasonable and just cause, after charges, notice and hearings, as hereinafter provided. A faculty member shall receive full compensation until discharged, if such action is taken. All charges against a faculty member shall be made in writing signed by the appropriate supervisory and/or administrative official, and filed with the President of the College. In the event that the President determines that such charges shall be pursued, the faculty member shall be furnished with a written statement thereof, and shall be provided a private hearing thereon, before a panel. The hearing will be held within five (5) working days after the panel has been formed, unless the 5th member as designated below is not available.

Two (2) members of such panel shall be selected and designated within ten (10) days of the faculty member's notification of charges, by the President or his designee; two (2) members of such panel shall be selected and designated, within ten (10) days of the faculty member's notification of charges, by the Faculty Association; a fifth member shall be selected and designated by the first four (4) named, from a list provided by the American Arbitration Association.

# 6.3 HEARING

At the hearing before a panel selected as hereintofore provided both the faculty member and the administration may be represented by Counsel. Testimony shall be taken on oath or affirmation.

# 6.4 OECISION IN WRITING

Any hearing held for the discharge or demotion of a faculty member on continuing contract as provided aforesaid must be concluded by a decision in writing within five (5) working days after the termination of the hearing. A copy of such decision shall be furnished to the faculty member against whom the charges have been placed and to the President within one (1) day after the decision is rendered. A faculty member dissatisfied with the decision rendered by the panel hereintofore provided shall have absolute right to appeal such decisions to the College Board of Trustees within ten (10) days after he receives notices the decision. As soon as practicable thereafter, and no later than fifteen (15) working days after the appeal is filed, the appeal of such faculty member shall be heard by the College Board of Trustees at a private or public hearing at the option of



# ARTICLE VI - DISCHARGE AND DEMOTION (cor 'd.)

6.4 <u>DECISION IN WRITING</u>
the faculty member. At the

the faculty member. At the hearing, upon such appeal; the same rules of procedure shall apply as those hereintofore prescribed with respect to the five (5) man panel. At such hearing, the College Board of Trustees shall employ a stenographer who shall make a full record of the proceedings and who shall, within three (3) working days of the conclusion of such appeal hearing furnish the College Board of Trustees and the appealing faculty member with a copy of the transcript of such record certified to be complete and correct.

# 6.5 APPEAL HEARING

Any appeal hearing held according to the foregoing procedure must be concluded by a decision in writing by a majority of the members of the College Board of Trustees within seven (7) days after the conclusion of the hearing and a copy of such decision shall forthwith be furnished to the appealing faculty member, to the Association and to the President of the College. Such decision shall be final and shall not be subject to review through the grievance procedure.

# 6.6 TIMELIMITS

All the limits stated above shall be observed. Time extension may be made only by mutual agreement in writing, signed by both parties. Failure of the administration to observe time limits as required or as mutually extended shall preclude the further proceeding of the discharge or demotion. Failure of the faculty member to appeal the decision of the panel within the time limits as required or as mutually extended shall indicate a decision not to appeal.



### ARTICLE VII - SABBATICAL LEAVES

#### FOR STUDY AND RESEARCH

Sabbatical leaves for study and research may be granted at the discretion of the Board of Trustees to full-time faculty members upon recommendation by the President. Such sabbatical leaves shall be inrecognition of significant service to the College and for the purpose of encouraging scholarly achievement which will contribute to the professional effectiveness of the members of the staff and the value of their subsequent services to the College.

#### 7.2 ELIGIBILITY FOR SABBATICAL LEAVE

Full-time faculty members shall be eligible to apply for sabbatical leave during their third academic year of continuous service.

### 7.3 PAY FOR SABBATICAL LEAVE AFTER THREE YEARS

After three (3) full contract years of continuous service a full-time faculty member shall we eligible for such leave for one (1) semester at half pay or for a spring term at full pay. Semester and term shall be as defined by the Oakland Community College Calendar.

#### 7.4 SECOND SABBATICAL LEAVE

Faculty members having been granted a sabbatical shall not be considered eligible for another such leave until they have accumulated at least three (3) more academic years of continuous service.

# 7.5 SABBATICAL LEAVE AFTER SIX YEARS OF SERVICE

A faculty member who has not taken a prior sabbatical leave shall after six (6) scademic years of continuous service, full-time, be eligible for a full academic year (10 months) sabbatical at half pay, or a one semester leave at full pay.

# 7.6 FRINGE BENEFITS OURING SABBATICAL

All usual fringe benefits shall be continued during the period of the sabbatical as though the faculty member were on his regular assignment.

#### 7.7 FILING REQUEST FOR SABBATICAL

Requests for sabbatical leave shall be filed as follows:

For sabbatical leave during the fall semester or summer term, application must be filed by March 1 of that calendar year. For sabbatical leave during the winter semester or spring term, application must be filed by August 1st, and October 1, respectively of the previous calendar year.

#### 7.8 APPROVAL FOR OTHER COMPENSATION WHILE ON SABBATICAL LEAVE

A member of the faculty on sabbatical leave shall not render service for



### ARTICLE VII - SABBATICAL LEAVES (cont'd.)

# 7.8 APPROVAL FOR OTHER COMPENSATION WHILE ON SABBATICAL LEAVE

compensation in another institution or enterprise without prior approval of the College. This condition does not necessarily preclude the acceptance of a grant or fellowship provided such grant or fellowship materially aids the planned program of the recipient. The nature of the grant or fellowship and the approximate time requirements on the part of the applicant shall be fully set forth in the application for sabbatical. Violation of any condition of this section shall lead to immediate suspension of the sabbatical pay. If it is determined that a violation of this section has occurred, then the faculty member will be required to make financial restitution to the College in the amount of pay received from the College during the period of the sabbatical.

In the event that sabbatical pay has been suspended for the above reason, the administration may not require any department to assign the faculty member a load which cannot be assigned in time to be printed in the next regularly published schedule of classes (the same deadline shall apply to non-teaching faculty). Compensation shall resume when the faculty member resumes his regular scheduled load.

### 7.9 INFORMATION ON SABBATICAL LEAVE APPLICATION

Application for leave shall be made in writing to the Personnel Department on forms provided on request. Such application shall include detailed information as to:

- A. Length of service with the College.
- B. Prior sabbatical leaves from the College.
- C. Plan of study, travel, or research.
- 0. Time period of the leave granted.
- E. Oescription of grants, fellowships, or other compensations expected.

### 7.10 SABBATICAL RECOMMENDATIONS

The President's recommendation for sabbatical leave or his failure to recommend shall not be subject to the grievance procedure. Denial of sabbatical request shall be accompanied by a statement in writing detailing the reasons for the denial.

### 7.11 RETURN FROM SABBATICAL LEAVE REPORT

Upon return from sabbatical leave the faculty member shall present a full written report regarding the use of his sabbatical leave to the President.

# 7.12 RETURN TO COLLEGE AFTER SABBATICAL

Upon accepting a sabbatical leave, the faculty member shall certify to the



# - ARTICLE VII - SABBATICAL LEAVES (cont'd.) 7.12 RETURN TO COLLEGE AFTER SABBATICAL

College his intention to return to his position with the College for a period of time equal to that covered by the leave granted. Should the faculty member not remain with the College for the required period he shall agree to repay the College the full amount that he received in sabbatical leave compensation. Should the faculty member return for a portion of the required period the repayment will be reduced proportionately.



#### ARTICLE VIII - VACATIONS

#### 8.1 VACATION FOR TEACHING FACULTY

Vacations for faculty members covered under 1.2 shall be in accordance with the approved Acedemic Calendar and shall commence once final grades are turned in or when final grades are due end end on the next scheduled instructional day.

# 8.2 VACATION FOR OTHER FACULTY EXCLUDING COUNSELORS

Vacations for faculty members covered under 1.3, excluding counselors, shall be in accordance with the approved Academic Calendar and shell commence at the conclusion of the final examination period, and end on the next instructional day.

# 8.3 VACATION FOR FACULTY - COUNSELORS

The normal vacations for faculty members who are counselors shall be in accordance with the approved College calendar and shall commence at the last day of instruction and and on the first day of the next regular registration. From the first day of regular registration in the fall to the last day of exams in the spring, the counselor, upon agreement with the department, and the immediate supervisor, may take his vacation days at other times. The edministration may require a vacation schedule which provides a minimum of one counselor present at each campus or campus system, on each day other than those specified in Article IX.



#### ARTICLE IX - HOLIDAYS

# 9.1 LIST OF COLLEGE HOLIDAYS

Independence Day
Labor Day
Thanksgiving
Friday after Thanksgiving
December 24
Christmas

December 31 New Year's Day Good Friday

Memorial Day

Mondays that are official holidays for those listed above shall be observed as the holiday.

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## 9.2 CHANGING OF HOLIDAYS

Should the observance of the above holidays be changed to another date by action of the Legislature, it shall be observed on the new date established.



#### ARTICLE X - SICK LEAVE

# 10.1 NOTIFICATION OF ILLNESS

In case of illness or injury causing absence, the individual faculty member is responsible for notifying his department of his absence and said department shall maintain records and make them available to the College upon its request and make necessary arrangements to cover the faculty member's scheduled classes and/or assignments. Whenever a faculty member is absent due to illness or injury he shall receive full salary for the first ten (10) working days of such absence. All said absences shall be reported by the Department Head to the immediate supervisor. The report shall include the name of the faculty member or members who covered the scheduled classes or assignments. If classes are cancelled, reasons for such cancellation shall be given. The department may request the faculty member to furnish evidence of the illness or injury causing such absence.

### 10.2 CLASS COVERAGE OF ILL FACULTY

### A. COVERAGE OF CLASSES

Qualified faculty members will cover the scheduled classes and/or assignments for a faculty member absent due to illness or injury, without extra compensation, unless such absence exceeds ten (10) consecutive working days.

# B. MILEAGE PAID FOR CLASS COVERAGE OF FACULTY FROM OTHER CAMPUSES

Should it be impossible because of the size of the department or because of schedule conflicts for the campus department to cover the assignments, the respective departments on the other campuses shall be contacted and shall provide coverage if possible. If the individual faculty member accepts such an assignment, he shall receive mileage at the rate established in this contract, for the additional driving involved. If the problem still exists, the College may hire a temporary replacement.

# C. AFTER TEN DAYS OF ILLNESS

After ten (10) consecutive working days absence due to illness or injury of an individual faculty member, either a temporary replacement will be employed, or arrangements will be made through the department with qualified faculty members to assume the extra assignments at the regular overload rate for the period required.

# 10.3 PHYSICIAN'S REPORT AFTER TEN DAYS

A faculty member who is absent for a period in excess of ten (10) consecutive working days because of personal illness or injury shall submit a written statement from the faculty member's physician to the Provost upon his return to work. Such a written statement shall attest that his absence was due to illness or injury and that the faculty member is siently recovered to return to work.

#### ARTICLE X - SICK LEAVE (cont'd.)

#### 10.4 BENEFIT INSURANCE PROGRAM

Should the absence due to itiness or injury extend beyond a period of fourteen (14) consecutive calendar days, the faculty member shall become eligible on the fifteenth (15th) calendar day for benefits under the Accident and Sickness Benefit Insurance Program of the existing carrier or similar policy or policies with other reputable insurers with the same coverage as may be selected by the College.

#### 10.5 PAYMENT OF INSURANCE (SHORT TERM DISABILITY)

The following weekly indemnity payment shall be provided under the Accident and Sickness Benefit Program (Short Term Disability) for full-time faculty members:

Annual Contract Salary	Weekly Benefits After 14 Day Waiting Period
\$ 9,000 to 10,000	\$150.00 per week
10,000 to 12,499	170.00 per week
12,500 to 14,999	200.00 per week
15,000 to 17,499	230.00 per week
17,500 to 19,999	260,00 per week
20,000 and over	290.00 per week

All such payments shall be subject to the requirements of the policy. Benefits shall be paid under the terms of this policy for a period not to exceed thirteen (13) weeks. The total cost of the above described policy shall be paid by the College.

#### 10.6 SICK LEAVE BANK

The sick leave bank of all faculty members who have such days accumulated prior to August 31, 1969, shall be frozen at the balance accumulated up to and including August 31, 1969. No additional days will be added to the bank. After ten (10) consecutive working days of absence due to illness or injury, faculty members with accumulated days in the sick leave bank shall use these days before entering the insurance plan described in this Article. A faculty member who is going to be absent or is absent for a period in excess of ten (10) consecutive working days due to illness or injury must report the illness or injury causing such absences to the Provost either prior to or within such ten (10) day period.

# 10.7 BEGINNING OF SICKNESS BENEFIT INSURANCE

All full-time faculty members will be covered by the Accident and Sickness Benefit Insurance Program as of their date of eligibility. A faculty member shall become eligible on the date on which he commences active service with the College.



#### ARTICLE X - SICK LEAVE (cont'd.)

## 10.8 MICHIGAN WORKMEN'S COMPENSATION LAW

Should the employee's absence due to injury or illness be due to a situation covered under the provisions of the Michigan Workmen's Compensation Law and if the compensation benefits are less than those described in Paragraph 10.5, only the amount necessary to equal the payments stated in Paragraph 10.5 shall be paid under the terms of the Accident and Sickness Policy.

## 10.9 <u>CONTINUANCE OF FRINGE BENEFITS DURING MEDICAL LEAVE</u> OR ABSENCE

For faculty members on the Accident and Sickness Benefits Program stated in 10.5 or the long term disability as provided in Appendix G-6, the insurance contracts listed in 14.1 shall continue in full force and the College shall contribute the entire premium, as long as the employee has requested and has received approval for taking a medical leave of absence.

## 10.10 CHILD 8EARING

Any disability deriving from pregnancy, including childbearing, recovering from childbearing, miscarriage, or abortion, will be treated the same as any other illness or injury (temporary medical disability) for purposes of use of sick leave as provided for in this article. Such provisions shall include, but not be limited to, coverage of faculty member's schedulad classes and/or assignments, (see Article 10.2), use of sick leave bank, benefits under the accident or sickness insurance program, and long-term disability insurance.



## ARTICLE XI - LEAVES OF ABSENCE WITH PAY DURING INDIVIDUAL CONTRACT PERIOD

Leave of absence with pay shall be granted by the College for absence during a faculty member's individual contract period as follows:

#### 11.1 JURY DUTY AND WITNESS

A faculty member who is summoned and reports for jury duty or is subpoenced and reports as a witness in any judicial hearing shall receive a leave of absence and shall be paid at his regular salary rate. All jury duty fees and witness fees earned by the faculty member shall be remitted to the College.

#### 11.2 MILITARY

Whenever a faculty member is required to participate in military training sessions or is required to serve for short periods of involuntary active duty for domestic emergencies, he shall be granted a leave of absence at full pay for a maximum of ten (10) consecutive working days. All military pay received by the faculty member while on such leave shall be remitted to the College.

#### 11.3 PERSONAL LEAVE DAYS

Two (2) days of personal leave per academic year will be ellowed to each full-time faculty member without loss of pay. In special emergency circumstances a faculty member mey request approval of additional personal leave through the campus Provost or his designee. Personal leave days are provided for legitimate business and/or family obligations which can only be met during the regularly scheduled period of assignment. Personal leave days normally shall not be granted during the first or last week of a semester or on days immediately preceding a following holiday. The faculty member requesting a personal leave shall arrange in advance through his department for the coverage of his assignments during his absence. Notice shall be forwarded to the appropriate supervisor for purposes of record only.

## 11.4 CLASS COVERAGE

Qualified faculty members will cover the necessary assignments for a faculty member absent under the provisions of Paragraph 11.1, 11.2, and 11.3 without extra compensation unless such absence exceeds ten (10) consecutive working days absence. After ten (10) consecutive working days absence, either a temporary replacement will be employed, or arrangements will be made through the department with qualified members to assume the extra assignments prorated at the overload rate for the period required.



## ARTICLE XI - LEAVES OF ABSENCE WITH PAY DURING INDIVIDUAL CONTRACT PERIOD (cont'd.)

## 11.4 CLASS COVERAGE

Should it be impossible, because of the size of the department or because of schedule conflicts for the campus department to cover the assignments, the respective department on the other campuses shall be contacted and shall provide coverage if possible. If the individual faculty member accepts such an assignment, he shall receive mileage at the rate established in this contract for the additional driving involved. If the problem still exists, the College may hire a temporary replacement.



## ARTICLE XII - BEREAVEMENT LEAVE 12.1 REPORTING AND CLASS COVERAGE

A faculty member shall notify his department head of his need to be absent due to bereavement. The department shall provide necessary coverage of assignment. Such absence shall be for a reasonable amount of time. The appropriate supervisor will be notified of this action.



#### ARTICLE XIII - LEAVES OF ABSENCE WITHOUT PAY

#### 13.1 QUALIFICATIONS FOR CONTINUING CONTRACT FACULTY

Faculty members on a continuing contract shell be granted a leave of absence without pay for reasons of health (physical or mental), maternity or military service. Faculty members shall be eligible for an authorized leave of absence under this paragraph at any time after the effective date of their continuing contract.

#### 13.2 PROFESSIONAL GROWTH

Faculty members on a continuing contract may be granted a leave of absence without pay for professional growth or such other reasons as may be approved by the Board of Trustees. Faculty members shall be eligible to apply for an authorized leave of absence under this paragraph after the effective date of their continuing contract.

#### 13.3 PROBATIONARY FACULTY

Faculty members on a probationary contract may be granted a leave of absence without pay for reasons of health (physical or mental), maternity or military service. Faculty members shall be eligible to apply for an authorized least of absence under this paragraph after one (1) year's service with the College which immediately precedes the authorized effective date of such leave of absence.

#### 13.4 APPLICATION

A faculty member who requests a leave of absence shall make application in writing to the College. The application shall state the reason the leave of absence is being requested and the length of time of said absence.

## 13.5 DECISIONS

The application of a faculty member for a leave of absence under the terms of Paragraph 13.2 or 13.3 will be considered by the College on its individual merit and circumstances and the parties agree that the determination of whether or not his request shall be granted rests solely in the discretion of the College. The application for a leave of absence under Paragraph 13.1 will be considered by the Coilege, and if the College determines that the reasons for said request ere those as contemplated in said paragraph, the request shall be granted by the College. A request for a leave of absence shall be answered within thirty (30) days. An authorization for a leave or a denial of a request shall be in writing. If requested by the faculty member, reasons for a denial shall be given in writing.

## 13.6 EXTENSIONS

A leave of absence under the terms of this article shall not exceed the time specified in the authorization but shall in no event exceed one (1) year.



## ARTICLE XIII - LEAVES OF ABSENCE WITHOUT PAY (cont'd.)

#### 13.6 EXTENSIONS (cont'd.)

Upon request such leaves may be extended at the sole discretion of the College. An authorization of extension shall be in writing.

#### 13.7 CANCELLATIONS

If a faculty member accepts full-time employment during an eathorized leave of absence, the authorized leave may be cencelled and said faculty member shell be considered to heve voluntarily terminated his employment and any rights to employment that may have existed. This provision mey be waived at the discretion of the Board of Trustees upon recommendation of the President.

#### 13.8 STEP ON RETURN

For the year the faculty member is on leave he shall be interpreted as having been assigned to the step on the salary schedule to which he was entitled had he not gone on leave. Upon return from such approved leave of ebsence, the faculty member shell be placed on the step on the salary schedule nearest to, but not less than, his salary as determined in sentence (one) above. The faculty member shall not receive the salery edjustment associated with the period of service during which the leave occurred.

#### 13.9 FEOERAL LAWS

The provisions of this article shall be subject to all applicable Federal Laws now in force or as amended relating to the rights of returning veterans.

## 13.10 CHILD BEARING

- A. A parental leave of ebsence without pay shall be granted to a faculty member for the purpose of childbearing as follows:
  - A faculty member who is pregnant shall be granted upon 1. request, a leave to begin at eny time between the commencement of her pregnency and one (1) year after echild is born to her. Said faculty member shall notify the College in writing of her desire to take such leave end, except in case of emergency, shell give such notice et least thirty (30) deys prior to the date on which her leave is to begin. She shall include with such notification either a physician's statement certifying her pregnancy or a copy of the birth certificate of her child, whichever is applicable. A faculty member who is pregnant may continue in active employment as late into prednancy as she desires provided that she determines that she is physically able and her physician determines that she is medically able. All or any portion of a leave taken by a feculty member because of the medical disability connected with or resulting from her pregnancy may, at the faculty member's option, be taken as sick trave, as provided for in Article X.



## ARTICLE XIII - LEAVES OF ABSENCE WITHOUT PAY (cont'd.) 13.10CHILD BEARING

- B. A faculty member who is granted a parental leave of absence, pursuant to section (A) above, shall have the following re-employment rights:
  - If a faculty member notified the College of her desire to return
    to active employment after a leave which has been charged
    entirely to the sick leave provisions of Article X, in accordance
    with the provisions of section A 1 above, said faculty member
    shall immediately be assigned to the same position which she
    held at the time the leave commenced.
  - 2. If a faculty member notified the College of her desire to return to active employment within sixty (60) days after the termination of pregnancy for any reason, or the commencement of the leave, whichever is later, and the leave has not been charged entirely to sick leave in accordance with the provisions of section A 1 above, said faculty member shall be assigned, at the beginning of the next semester, to the same position which she held at the time the leave commenced.
  - 3. If a faculty member notified the College of her desire to return to active employment after the expiration of the aforementioned sixty (60) day period but prior to the expiration of the leave, and the leave has not been entirely charged to sick leave in accordance with the provisions of section A 1 above, said faculty member shall be assigned at the beginning of the next regular semester.
  - A faculty member, returning at the completion of the leave shall immediately be assigned to the same position which she held at the time the leave commenced.
  - 5. A faculty member whose leave is charged entirely to the sick leave provision of Article X shall have fringe benefits continued as per Article X, section 9 of this agreement.



## ARTICLE XIV - GROUP INSURANCE AND RETIREMENT

#### 14.1 INSURANCE PLANS

The College will furnish to all faculty members the insurance protection listed in Appendix G=1,2,3,4, and in Article 10.5. Full-time faculty members shall be eligible to participate in these insurance plans upon commencement of their faculty contract. The College shall contribute the entire premium for these insurance programs.

## 14.2 ACCIDENT INSURANCE

The College will continue in force for the duration of this contract its present Accident Insurance Plan with the existing carries or similar policy or policies with other reputable insurers of its choice.

Full-time faculty members shall be eligible to participate voluntarily in this plan. The faculty member shall contribute the total premium for the coverage elected.

## 14.3 TAX DEFERRÊD ANNUITY

The College shall make available to all full-time faculty a salary reduction plan with the Teachers Insurance Annuity Association — College Retirement Equities Fund and other mutually agreed upon carrier. Contributions shall be made monthly in accordance with Internal revenue Code of 1954 as amended, and the regulations thereunder.

## 14.4 MICHIGAN RETIREMENT SYSTEM

The College is limited by law to the Michigan Retirement System. In the event that the law is changed during the term of this contract and it permits a faculty member the option of the retirement fund to which a contribution may be made, the College and the Association shall negotiate the implementation of the method of choosing the retirement system under such legislation. The amount of the contributions to the optional retirement funds shall be negotiated.



## ARTICLE XV - GRIEVANCE PROCEDURE

## 15.1 DEFINITION

The term "grievance" as used herein, shall be interpreted as a claim based upon an event or condition which affects the condition of work or employment of a faculty member or group of faculty members and/or the interpretation, meaning or application of any of the provisions of this Agreement.

Grievances may be instituted by any faculty member, group of faculty members, or the Faculty Association.

The faculty member may elect to have a faculty representative of the Association with him at any stage of the grievance procedure or he may choose to process the grievance and have it fully adjusted without the intervention of the Association, as long as the adjustment is not inconsistent with the terms and conditions of this Agreement.

#### 15.2 NO RESTRAINING

No restraining, coercive, discriminatory or retaliatory action of any type, shall be taken against a faculty member by any supervisor because of the faculty member's desire to file, the institution of, or participation in a grievance.

#### 15.3 TIME LIMITS

All time limits herein shall consist of normal working days. Time limits may be extended only with the written consent of the College and the aggrieved party.

## 15.4 STEPS IN GRIEVING

Any grievance shall be presented through the following procedure although the aggrieved parties are urged to discuss items informally within their department and/or with their immediate supervisor before filing a formal written grievance.

<u>Step 1</u> Within thirty (30) days after the event or occurrence, the aggreeved party shall present the grievance in writing to the appropriate immediate supervisor.

The statement of grievance shall include:

- A. The name of the aggreeved party or parties.
- B. A statement of the lacts giving rise to the grievance.
- C. Identification of all provisions of this Agreement alleged to be violated.
- The date on which the event or occurrence first occurred or the date on which the aggreeved party first gained knowledge of the alleged event or occurrence.



## ARTICLE XV — <u>GRIEVANCE PROCEDURE</u> (cont'd.) 15.4 <u>STEPS IN GRIEVING</u>

- E. The date of the initial submission of the grievance in writing.
- F. Remedy or correction requested.

The supervisor shall render his decision to the aggrieved party in writing within five (5) days after receipt of the grievance. A copy shall be supplied to the President of the Association.

<u>Step 2</u> In the event the aggrieved party is not satisfied with the decision at Step 1, he may within six (6) days of receiving the decision, present an appeal in writing to the Campus Provost. With this appeal, he shall present a copy of his original grievance and the reply of the supervisor at Step 1.

The Provost shall render his decision to the aggrieved party, in writing, within five (5) days after receipt of the appeal. A copy shall be forwarded to the President of the Association.

Step 3 in the event the aggrieved party is not satisfied with the decision at Step 2, he may, within six (6) days of receiving the decision, present an appeal in writing to the President of the College. With this appeal he shall present a copy of his original grievance and the replies received at Steps 1 and 2. The President shall render his decision, to the aggrieved party in writing, within five (5) days after receipt of the appeal. A copy shall be forwarded to the President of the Association.

Step 4 in the event the aggrieved party is not satisfied with the decision at Step 3, he may within six (6) days of receiving the decision, present an appeal in writing to the Secretary of the Board of Trustees. With this appeal he shall present a copy of his original grievance and of the replies received at Steps 1, 2, and 3. Within five (5) days of the receipt of the appeal, the Secretary of the Board of Trustees shall notify the aggrieved party of the date of a hearing. Such hearing shall begin no more than twenty (20) days after the receipt of the appeal. The Board of Trustees shall render their decision to the aggrieved party in writing, within five (5) days after conclusion of the hearing. A copy shall be forwarded to the President of the Association.

Step 5 In the event the aggreeved party is not satisfied with the derion at Step 4, he may, with the approval of the Association, take an appeal  $\epsilon$ , he matter to an impartial arbitrator selected from the American Arbitration Association under, and in accordance with, the rules thereof. Such appeal and request must be made to the American Arbitration Association within fifteen (15) working days after receipt of the decision in Step 4. The arbitrator shall render his decision, in writing, within thirty (30) working days after the conclusion of the hearing. It shall be final and binding on the Association, its members, the faculty member or members involved, and the College.



## ARTICLE XV - GRIEVANCE PROCEDURE (cont'd.)

#### 15.4 STEPS IN GRIEVING

The fees and expenses of the arbitrator shall be paid by the party losing the grievance as determined by the arbitrator. All other expenses shall be borne by the party incurring them, and neither party shall be responsible for the expense of the witness called by the other.

#### POWERS OF THE ARBITRATOR.

It shall be the function of the arbitrator, and he shall be empowered except as limited herein, after due investigation to make a decision in cases of alleged violation of specific articles and sections of this Agreement.

- A. He shell have no power to add to, subtract from, disregard, alter or modify any of the terms of this Agreement.
- B. The salary schedule provided as a part of this Agreement may not be changed by the arbitrator nor may he establish any new salary schedule.
- C. He shall be limited to deciding whether the College or the faculty member or members have violated specific articles or sections of this Agreement. He shall not substitute his judgment for that of the College as to the reasonableness of any practice, a policy or rule established by the College.

Should either party dispute the arbitrability of any grievance under the terms of this Agreement, the arbitrator shall first rule on the question of arbitrability. Should he determine that the grievance is not arbitrable, it shall be referred back to the parties without decision or recommendation as to its merits. Neither the College nor the Association shall encourage any attempt to appeal the arbitrator's decision and both shall discourage any attempt to appeal the decision to any court or labor commission. No provision of this Article XV is intended in any way to relinquish the legal rights and prerogatives granted to a faculty member or to the College by the Constitution and laws of the United States or the State of Michigan.

## 15.5 FAILURE TO RENDER A DECISION

Failure to render a decision at any step of this procedure within the specified time limits shall permit the grievance to proceed to the next step.

## 15.6 FAILURE TO APPEAL

Failure of the aggrieved party or parties to appeal a decision at any step within the specified time shall constitute a withdrawal of the grievance. Any step of the Grievance Procedure may be waived with the written consent of the College and the aggrieved party.



## ARTICLE XV - GRIEVANCE PROCEDURE (cont'd.)

#### 15.7 GROUP GRIEVANCE

In the event that the faculty members have a group grievance, it shall be sufficient if one member presents the grievance on behalf of all similarly affected faculty members provided, however, that the initial statement of grievance will include the items required in Step 1, the names of all faculty members known to be similarly affected, and a statement indicating that the grievance is a group grievance. A group grievance shall be only one in which the facts questioned and expressed provisions of this Agreement alleged to be violated are the same as they relate to each and every member of the group.

#### 15.8 OBJECTIONS TO DISCHARGE OR DEMOTION

Objections to discharge or demotion of a faculty member shall be handled through the provisions of Article VI, Discharge and Oemotion, and shall not be the subject of a grievance filed under the Grievance Procedure.



## ARTICLE XVI - COMMUNITY EDUCATION

#### 16.1 GEOGRAPHIC REGIONS

One of the fundamental aspects of community services is community education. In order to carry out the function of community education, and to achieve academic coordination of course offerings that will lead to a program of high quality education, the College District is divided into four geographical regions: northwest, northeast, southwest, and southeast. The credit course offerings included in the programs will be academically coordinated as follows:

Northeast Auburn Hills Campus
Northwest Highland Lakes Campus
Southwest Orchard Ridge Campus
Southeast Southeast Campus System

#### 16.2 DEPARTMENTAL LIAISON

A liaison person shall be selected by the campus department to work with Community Education in the processes of scheduling and evaluating part-time faculty employed for off-campus extension teaching. He shall be compensated for these functions in the following manner:

- \$25.00 for each section, or \$40.00 if the section includes a wet lab, that materializes and is taught by non-OCC faculty.
- 2. S25.00 for each non-OCC faculty evaluated, and \$25.00 for each OCC employee evaluated during his initial teaching assignment in an area not designated in his full-time contract. The evaluations of non-OCC faculty members will be conducted during the first and second sessions that the part-time faculty member is employed. Further evaluations will be conducted if the department and the appropriate supervisor concur.
- Such haison persons shall not be responsible for more than ten (10) sections that materialize.
- The department may waive the evaluation of any faculty members covered by 16.2 who have previously taught OCC extension courses.

## 16.3 CAMPUS DEPARTMENTAL GOVERNANCE

Courses offered for Oakland Community College credit off-campus as established in 16.1 shall be governed by the appropriate campus department under the provisions of Articles 2.1 A, 2.1 E, and 3.2.

## 16.4 POSTING OF PART-TIME ASSIGNMENTS

As the College requires part-time faculty for assignments, the College Personnel Department shall post amountements of said part-time positions in conspicuous fucations at each campus and at the Central Office.



## ARTICLE XVI - COMMUNITY EOUCATION (cont'd.)

#### 18.5 FULL-TIME FACULTY REQUEST

Full-time faculty members who believe they are qualified for part-time position should make written request indicating first and second section preference within two (2) weeks after posting of vacancies on a College form for consideration by Community Services. A copy of this request form shall be forwarded to the appropriate supervisor at the campus or campus system offering the section.

#### 16.6 PREFERENCE FOR FULL-TIME FACULTY

A full-time faculty member shall have preference for one course section if he is approved by the campus department which is academically coordinating the section. However, if his first course section selection does not materialize, he shall have preference for his second course section for which he is qualified within the same academically coordinated region until the first meeting of the class. When it is necessary to consolidate course sections, full-time faculty shall have preference in teaching the consolidated course section.

## 16.7 EXTENSION PAY

See Section 23.3

## 16.8 NEW CENTERS TO BE COORDINATED BY A CAMPUS

Any new centers and/or reassigned centers shall be academically coordinated by the appropriate campus or campus system.

## 16.9 COMMUNITY BASED EDUCATION

Community Based Education classes which are not open to general admission and which are operated on a contract basis may use the instructor requested by the contract and approved by the College subject to department review and overload pay provisions.



## ARTICLE XVII - ACADEMIC FREEDOM AND ETHICS

#### 17.1 GUARANTEE

Academic freedom shall be guaranteed to faculty members and no special limitation shall be placed upon study, investigation, presenting and interpreting facts and ideas concerning man, society, the physical and biological world and any other branches of knowledge, subject only to accepted standards of professional educational responsibility.

## 17.2 AMERICAN ASSOCIATION OF UNIVERSITY PROFESSORS

The faculty adopts the statement on Ethics from the American Association of University Professors set forth in Appendix C hereto and shall encourage all faculty to adhere to the statements contained therein.



## ARTICLE XVIII - RETIREMENT

#### 18.1 ELIGIBILITY

A faculty member who attains the age of sixty (60) before June 30 of envious shall be eligible for cetirement.

## 18.2 CONTINUING CONTRACTS AFTER AGE 65

Continuing contracts shall not be binding on the College after a faculty member attains the age of sixty-five (65).

### 18.3 ANNUAL CONTRACTS AFTER AGE 65

Faculty members over sixty-five (65) may be retained on the basis of annual contracts as long as they are able to continue their normal and usual duties as a faculty member.



## ARTICLE XIX - FACULTY RELATIONS COMMITTEE

## 19.1 COMPOSITION OF COMMITTEE

A Faculty Relations Committee shall be established as follows:

The President and his designee(s)
Faculty members selected by the OCCFA Council

## 19.2 MEETINGS

The Faculty Relations Committee shall meet as necessary.

## 19.3 LIAISON ORGANIZATION

The Committee shall act as a continuing liaison organization between the faculty and the administration to consider problems or potential problems resulting from the application of the Master Agreement.

#### 19.4 FUNCTION OF THE COMMITTEE

The Committee shall have no power to change the Agreement nor shall it serve in any way as a policy making or recommending body. No formal motions or actions will be considered nor shall any official meeting records be kept.



## ARTICLE XX - VACANCIES AND TRANSFERS

#### 20.1 A. REPLACEMENTS

A posting may be requested by a department through the appropriate supervisor or by the Administration. This request may be made for replacement for full time faculty in positions that have become vacant since January 1, 1975, due to transfers—or terminations.

## 20.1 B. NEW POSITIONS

As need for additional staff occurs, each department shall notify the appropriate supervisor who shall request the Personnel Office to post the vacancy.

## 20.2 STAFF OPPORTUNITY TO APPLY

The vacancy shall be posted to all departments and in convenient locations to all faculty on each campur. Full-time faculty members may notify the Personnel Office of their interest in the announced vacancy. If, in the opinion of the campus department wherein the vacancy occurs, such faculty member is qualified on the basis of training and experience, he shall be so transferred, subject to the President's approval. Such a transfer shall not jeopardize an on-going program within the campus department from which the transfer occurs.

## 20.3 REQUIRING APPLICATION

In the event there are no qualined internal applicants for posted vacancies, the Administration may require the departments which have for the two preceding regular sessions had a faculty member reassigned under Article 2.10 in the disciplines of the posted vacancies to submit a list of two (2) or more applicants. If the department has not provided a list of two (2) or more applicants within ten (10) working days of notification by the Administration, the Administration may then submit a list of two (2) applicants from the discipline within those departments.



## ARTICLE XXI - FINANCIAL RESPONSIBILITY

## 21.1 CONDITION OF CONTINUED EMPLOYMENT

Proper negotiations and the administration of collective bargaining entail expenses which are appropriately shared by all faculty members who are the beneficiaries of such agreements. Thus, in the event a faculty member shall not join the OCCFA and execute an authorization for full dues and assessments deduction, such faculty member shall, as a condition of continued employment by the Board, execute an authorization for the deduction of a sum equivalent to the full dues and assessments uniformly required by the member of OCCFA which sum shall be forwarded to the OCCFA treasurer. In the event such authorization is not signed for in a period of thirty (30) days following the commencement of the contract of the faculty member, the Board agrees that in order to effortuate the purposes of the Public Employment Relations Act and this Agreement, the services of such faculty member shall be discontinued as of the end of his current individual contract, unless said dues are paid by November 1. Such faculty member shall be notified of the possibility of termination of their services immediately upon the expiration of the thirty (30) day period mentioned above.

## 21.2 DEDUCTING DIES

A full-time faculty member within thirty (30) days following the commencement of his or her contract will either remit his total membership dues or non-member fees directly to the Association or have his total membership dues or non-member fees deducted from his pay by the College. Each faculty member will complete and return to the Association Treasurer an "OCCFA Membership Form" (Appendix H) indicating membership or non-membership and method of payment (cash or payroll deduction). If the Association notifies the College by the first day of any month the College shall begin deductions with the second pay period of that month and shall continue with equal bi-weekly deductions over the remaining pay periods through June 30. No changes other than correction of errors in the amount of the annual dues to be deducted shall be made thereafter. If a faculty member has no pay due him at the time a dues deduction is to be made, or if the pay earned is less than the amount required to make a scheduled dues deduction, no dues deduction shall be made at said time or thereafter for said month.

## 21.3 AUTHORIZATION OF TERMINATION OF DEDUCTION OF QUES

The Payroll Deduction form shall become effective upon receipt of notification from the Association by the Controller and shall remain in effect. However, a faculty member may cancel and terminate his dues deduction by notice in writing to that effect on the form as set forth in Appendix H. of this Agreement and filed with the Treasurer of the



#### ARTICLE XXI - FINANCIAL RESPONSIBILITY (cont'd.)

## 21.3 AUTHORIZATION OF TERMINATION OF DEDUCTION OF DUES

Association not more than fifteen (15) days prior to the earliest occurrence of the following:

A. The stated expiration date of this Agreement.

B. The date of termination of his employment with the College as a full-time faculty member.

The College shall cease to make membership dues or non-member fees deductions for said faculty member commencing thirty (30) calendar days after receipt of said revocation by the Association.

## 21.4 OATE OF DEDUCTIONS

All sums deducted by the College shall be remitted to the Treasurer of the Association by the third working day following the pay period in which the deductions were made together with a list of names and the amount deducted for each faculty member for whom a deduction was made.

## 21.5 ASSOCIATION'S RESPONSIBILITY

The College shall not be liable to the Association for the remittance of payment of any sum other than that constituting actual deductions made from the pay earned by the faculty member. The Association shall indemnity and save the College harmless from any liability resulting from any and all claims, demands, suits or any other action arising from compliance with this Article XXI or in the reliance on any list, notice, certification, authorization or revocation furnished hereunder.



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## ARTICLE XXII - OVERLOADS

#### 22.1 CONSENT OF FACULTY MEMBER

No load in excess of the maximums established in Article II shall be assigned without prior consent of the faculty member.

#### 22.2 SCH OVERLOAD RATE

If a full-time faculty member teaches SCH's, as overload and/or in extension, in excess of those comprising his maximum session SCH (See 2.1 E and 2.1 G) load, his pay rate per SCH will be as shown in Appendix E, Column (2). However, a faculty member shall not receive overload pay for more than thirty-seven (37) students in a Group A class and twenty-seven (27) students in a Group B class.

## 22.3 MAXIMUM ADDITIONAL COMPENSATION

No faculty member shall be paid additional compensation (including but not limited to overload, extension, special contract, Department Head stipend, and coaching supplementals) for the Fall semester in excess of twenty-five percent (25%) of his ten (10) month salary\*, for the Winter semester in excess of twenty-five percent (25%) of his ten (10) month salary\*, and a proportional percent for the Spring session.

\*Appendix E, Column 1.

## 22.4 RATE FOR WORKING VACATION DAYS FOR LIBRARIANS. COUNSELORS, IPLL, AND CARREL AR CADES FACULTY

Should a faculty member whose maximum load is defined as thirty (30) hours per week work in excess of that maximum or on a day defined as a normal vacation day for teaching faculty, he shall be compensated for that excess time at the rate of .00075 of his column (1) Appendix E salary per hour. Such excess hours must have the prior approval of the Provost.

## 22.5 REPORT OF OVERLOAD PAYMENT

A written report of the computation of overload payments shall be provided to the faculty member.

## 22.6 OVERLOAD PAYMENT PERIOD

Overload payments shall commence no later than the third pay period of the session and be paid bi-weekly over the remaining pay periods of the session.



#### ARTICLE XXIII - SALARIES

## 23.1 COMPUTATION OF FACULTY SALARY

A. Placement of faculty members on the salary schedule for 1975-76 academic year shall be as follows:

## FORMER RANK AND STEP (1974-75)

<u> </u>	<b>—</b>							
	Instructor		Axistant Professor		Associate Professor		Protessor	NEW STEP (1975-76)
Step	0		_					2
	1							3
	2							4
	ŝ	Step	e					5
	4		1					5 6 7
	5		2					7
	6		3	Step	0			8
	7		4		1			9
	8		5		2			10
	9		6		3	Step	0	11
	10		7	*	4		1	12
	_		8		5		2	13
	•		9		6		3	14
			10		7		4	15
					8		5	16
					3		6	17
					10		7	18
							8	19
							9	20

B. In 1976 77 the salary of each faculty member under contract at the College in 1975–76 shall be advanced on the salary schedule, Appendix E, for 1976–77, one and only one step from their 1975–76 step.



## ARTICLE XXIII - SALARIES (cont'd.)

#### 23.2 SUMMER SCHOOL PAY

#### FULL-TIME TEACHING FACULTY

Full-time teaching faculty members employed to instruct during the summer session shall be paid on a student credit hour basis. The student credit hour rate shall be determined by the faculty member's step in the salary schedule included in Appendix E, Column 3. For purposes of compensation the maximum number of student credit hours for Type A courses shall be 333\* and the maximum number of student credit hours for Type B courses shall be 243\*.

However, a faculty member shall not receive summer pay for more than thirty-seven (37) students in a Group A class and twenty-seven (27) students in a Group B class.

\*Combination of Type A course: and Type B courses shall be computed on a proportional basis.

## B. DTHER FULL-TIME FACULTY

Full-time faculty members employed as librarians, counselors, IPLL faculty and carell arcade faculty during the summer shall be paid on a proportional basis... For example: If employed for a full session, they chall be paid twenty percent (20%) of their ten (10) month salary\*. If employed for 3½ consecutive weeks they shall be paid ten percent (10%) of their ten (10) month salary. If the faculty member agrees he may be employed on a ten percent (10%) contract and carry a one-half (½) load during the summer session.

\*(Appendix E, Column 1)

## C. SUMMER SECTIONS WITH LESS THAN 15 STUDENTS

A faculty member may teach a summer session section with less than fifteen (15) students.

## 0. SUMMER PAYMENT PERIDD

Summer session pay will be divided into payments distributed over the payroll schedule through the end of August.

## 23.3 SALARY SCHEDULE PART OF CONTRACT

The College shall issue individual contracts only at steps included in the salary schedule. The salary schedule provided in Appendix E shall be considered as part of this contract.

## 23.4 LONGEVITY PAY

A. For the purpose of calculating longevity pay the following will apply:

1. Faculty hired during the months of September through



January will receive credit in calculating longevity pay as if employed from September of that academic year.

2. Faculty hired during the months of February through August

## ARTICLE XIII - SALARIES (cont'd.)

will receive credit in calculating longevity beginning the September following the date of hire.

B. Those faculty members who have served the College in excess of four (4) consecutive years shall be entitled to longevity pay in addition to and based on the step of Appendix E, Column 1, in accordance with the following schedule:

For the 5th year	1%
6th through 9th year	2%
10th year and over	3%



## ARTICLE XXIV - RIGHTS OF THE BOARD OF TRUSTEES

## 24.1 CONFERRED BY LAWS OF THE STATE OF MICHIGAN

The Board of Trustees, on its own behalf and on behalf of the electors of the College District, hereby retains and reserves unto itself, all rights, powers, authority, duties and responsibilities conferred upon and vested in it by the laws and the Constitution of the State of Michigan, and of the United States.

## 24.2 LIMITED BY TERMS OF THE AGREEMENT

The exercise of these rights powers, duties and responsibilities by the Board and the adoption of such rules, regulations and policies as it may deem necessary shall be limited only by the terms of this Agreement.



## ARTICLE XXV - MISCELLANEOUS PROVISIONS

## 25.1 FACULTY STATUS TO ADMINISTRATORS

The Board of Trustees, upon recommendation of the College President may grant faculty status to administrators who are being assigned to faculty status.

## 25.2 PROFESSIONAL EXPERIENCE DF ADMINISTRATORS BEING ASSIGNED TO FACULTY

Credit for professional experience may be granted to administrators for the purpose of placement at step on the salary schedule but not for the purpose of determining faculty seniority.

## 25.3 ADMINISTRATORS ASSIGNED TO DEPARTMENTS

When an administrator is assigned to faculty status, he shall be assigned to a Campus Department, through the provisions in Article 3.2. When such assignment is necessary, no existing faculty shall be laid off or displaced.

## 25.4 APPENDICES THAT ARE PART OF THE AGREEMENT

Appendices A, B, C, D, E, F, G, H, I, and J as attached hereto are considered to be a part of this Agreement and shall have equal effect as though they appeared in the body of this Agreement.

## 25.5 STUDENT PERSONNEL SERVICES AREA

## A. STUDENT PERSONNEL SERVICES AREA

Faculty in the Student Personnel Services Area are essigned to the following:

- 1. Educational Counseling
- 2. Ad missions
- 3. Student Activities
- 4. Financial Aids and Placement
- 5. Vocational Placement and Coordination

## B. DEFINITIONS

## 1. Educational Counseling

The professional staff assigned to this area shall hold the title of Counselor with faculty status. The work assignment shall include group guidance, general orientation classes, curriculum advisement, class schedule arrangements, college transfer information, vocational career selection, and personal/social counseling.

## 2. Admissions

The professional staff assigned to this area shall hold the title of Admissions Counselor with faculty status. The work assignments shall include recruiting, admissions, registration, traison with schools and appropriate agencies, college transfer procedures, public relations and follow up



## ARTICLE XXV - MISCELLANEOUS PROVISIONS (cont'd.)

## 25.5 STUDENT PERSONNEL SERVICES AREA

#### B. DEFINITIONS

3. Student Activities

The professional staff assigned to this area shall hold the title of Counselor — Coordinator with faculty status. The work assignments shall include coordination of student cultural affairs, social organizations, student government, student publications, fraternities, socialies, and other activities.

4. Financial Aids and Placement

The professional staff assigned to this office shall hold the title of Financial Aids Officer. The work assignments shall include assessing student financial need, allocating funds for this purpose in accordance with Federal and College guidelines, maintain records, and follow up, constant review for eligibility as well as student educational progress, and appropriate reports. An important function is the maintenance of veterans records as related to their educational status. Develop liaison with vocational rehabilitation offices, placement agencies and special needs educational programs. Develop new techniques and organization structure to implement the office of Financial Aid.

5. Vocational Placement and Coordination

The professional staff assigned to this area shall hold the title of Vocational Counselor with faculty status. The work assignments shall include maintaining a placement office, close liaison with business and industry regarding job opportunites, serving as a member of Oakland Community College's Federation of Business and Industry Council, placing students on appropriate jobs in their occupational goal, teaching Applied Sciences and Arts Introductory Seminar Course and preparing necessary Federal and State reports.

## C. FRACTIONAL LOAD ASSIGNMENTS

A fractional load in educational counseling may be assigned by the administration, to an admissions counselor not classified as an educational counselor with the agreement of the counseling department that the individual is qualified as an educational counselor.

## 25.6 BUDGET COUNCILS

A. CAMPUS BUDGET COUNCIL

Each Campus Budget Council shall consist of three administrators and four faculty members. The faculty on the council shall be elected by a majority vote on written ballot available to all full-time faculty members assigned to said campus.



## ARTICLE XXV — MISCELLANEOUS PROVISIONS (cont'd.) 25.6 BUOGET COUNCILS

## B. COLLEGE BUDGET COUNCIL

The College Budget Council shall consist of four administrators and four faculty members (one faculty member from each Campus and Campus System). Each faculty member in the Council shall be elected from his respective Campus.

## 25.7 REDUCED LOAD FOR PROFESSIONAL RESPONSIBILITIES

In recognition of the responsibilities of OCCFA's administration of the Collective Bargaining Agreement, the College shall make available, through reduction of load, thirty-five (35) credit hours of release time for the duration of this contract. The distribution of any release time in addition to the above will be reimbursed to the College by OCCFA. If, by completion of the summer session, 1977, any release time remains unused, it will be forfeited.

#### 25.8 HEADINGS

All paragraph headings are inserted for convenience only and do not constitute a part of this Agreement.



## ARTICLE XXVI - SEPARABILITY AND SAVINGS CLAUSES

## 26.1 INVALIDITY OF PART OF THE AGREEMENT

If any provision(s) of this Agreement or any schedule attached should be held invalid by operation of law or by any tribunal of competent judisdiction, or if comphance with or enforcement of any provision or schedule should be restrained by such tribunal pending and in the final determination as to its validity, the remainder of this Agreement and of any schedule thereto, or the application of such provisions or schedules to persons or circumstances other than those as to which it has been held invalid or as to which compliance with or enforcement of has been restrained, shall not be affected thereby.

## 26.2 REPLACEMENT OF INVALID PART OF AGREEMENT

In the event that any provisions or schedule is held invalid or enforcement of or compliance with has been restrained, as above set forth, the parties affected thereby shall enter into immediate collective bargaining negotiations, on the request of the Association and/or College for the purpose of arriving at a mutually satisfactory replacement for such provision or schedule during the period of invalidity or restraint.



5.5

· 14.

#### ARTICLE XXVII - WAIVER

## 27.1 WAIVER TO FURTHER BARGAIN THESE AND OTHER ITEMS

The parties acknowledge that during the negotiations which resulted in this Agreement, each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter not removed by law from the area of collective bargaining, and that the understandings and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement. Therefore, the College, and the Association, for the life of this Agreement, each voluntarily and unqualifiedly waive the right, and each agrees that the other shall not be obligated, to bargain collectively with respect to any subject or matter referred to or covered in this Agreement or with respect to any subject matter not specifically covered or referred to in this Agreement, even though such matters may not have been within the knowledge or contemplation of either or both of the parties at the time that they negotiated or signed this Agreement.



## ARTICLE XXVIII - TERM OF AGREEMENT

28.1 DATES INVOLVED IN AGREEMENT
This Agreement shall become of full to

This Agreement shall become of full force and effect on September 1, 1975, end shall continue without amendment or modification through August 31, 1977.

28.2 NEGOTIATIONS FOR FOLLOWING YEAR

At any time subsequent to April 1, 1977, either party hereto may give written notice if it desires to negotiate a new agreement for the following years and meetings shall commence no later then thirty (30) days following delivery of such written notice provided, however, that nothing in this paragraph shall be construed to require the College to commit an unfair labor practice or otherwise violate the law by an improper recognition of or support or assistance to the Association.

28.3 IN WITNESS WHEREOF, the parties hereto set their hands the day and date first above written.

OAKLANO COMMUNITY COLLEGE OAKLANO COMMUNITY COLLEGE FACULTY ASSOCIATION

Stand L. Smith, President Gordon C. Henderson Chairman, Board of Trustees

Rodney E. Chase, Chief Negotiator Joseph E. Hill, President

Alian J. Bogueki Heien S. Kaiser
Secretary, Board of Trustees

Danas G. Suskind Thomas D. Ervin, Chief Negotiator

rie d'inthe

Charles Miller

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## APPENDIX A

## MINIMUM QUALIFICATIONS AND PROCEDURES FOR INITIAL EMPLOYMENT

To qualify for initial employment as a full-time faculty member, the applicant must have a Master's Degree or a higher degree.

Initial placement on the salary schedule shall be detarmined through the following procedura:

- Consideration shall be given to relevant teaching, counseling, educational
  supervision or other recognized exparience in the field of aducation.
  Recommendations shall be made by the department involved or the
  available department members. The departments may make
  recommendations relative to the number of years credit to be given for
  experience considered to be relevant.
- 2. Credit may also be granted for experience outside the field of education if such axperience is considered to be related to the position for which the person is employed. The maximum amount of such credit shall be five (5) years. Allowance for such credit may be recommended by the department to which the employee will be assigned.
- Departments may recommend a three (3) step ranga for a new faculty member to be assigned to the department using the criteria provided in this Appendix A, and taking cognizance of College and department budgets and standards of excellence.
- The President shall consider the recommendation of the departments prior to his recommendation to the Board of Trustees.
- The College shall give consideration to employment of faculty members upon recommendation of the department in the applied or derivative fields in accordance with qualification and experience deemed appropriate.



## APPENDIX B

## DEPARTMENTS AND DEPARTMENT HEADS

- 1. Faculty members in each discipline, applied field, general education area, learning resources center area, and counseling may organize as a department, provided that no Lapartment shall have less than four (4) full-time faculty members. Where more than one discipline or applied field is included within a single department, faculty members may petition the Provost for the establishment of a new department. The petition shall include the reason for the request and the names of the faculty members to be included in the new department. If the petition is not granted, the Provost shall indicate the reason for denial.
- Department Heads shall be faculty members. All faculty members shall be employed through the provisions in Article 3.2. All faculty members shall be a member of an appropriate Campus Department. Currently employed faculty members not presently a member of a Campus Department shall by November 1, 1973, become a member of a Campus Department. This provision in no way restricts the Rights of the Board of Trustees as stated in paragraph 389.124 in the Laws, Statutes and Constitutional Provisions Affecting Community Colleges in Michigan, published by the Michigan Department of Education in 1968.
- 3. The Department Head shall coordinate the functions of the Department.
- 4. Department Heads shall be elected for office by a majority vote of all full-time members of the department. The elected Department Head shall be subject to the approval of the Campus Provost.
- At his request, each Department Head shall be given one teaching assignment from the classes offered in his Department in the summer session.
- be Department Heads shall be elected during the fail torm for a two (2) year term of office. The initial term of office shall have begun on January 1, 1972 and shall continue for two (2) years thereafter. Should a Department Head resign from his position with the College or from the position as head of the Department, the Provost shall appoint a member of the Department to serve in that capacity until an election is held and the vacancy is filled for the remainder of the term. If in the opinion of the Provost or the Department, the Department Head has not fulfilled the responsibilities of his position, the Provost or the Department may request a vote of confidence from the Department. A hearing involving the Department Head and the Provost will be conducted by the department herore the vote of confidence is taken.



## APPENDIX B (cont'd.)

#### DEPARTMENTS AND DEPARTMENT HEADS

7. The Department Head shall receive a stipend in the Fall, Winter, end Spring Sessions according to the following schedule:

Fell \$100 per full-time equeted faculty member to a maximum

of 15 FTEF members

Winter \$100 per full-time equated faculty member to a maximum

of 15 FTEF members

Spring \$100 per FTEF members to a maximum of 12 FTEF

members

In Foll 1975 only, each Department Head, shall have his regular load reduced by 25%. He will also receive a \$100 stipand for all FTEF members over 6 with a maximum of 15

For the purpose of determining the stipend for the Department Head, one (1) full-time equated faculty member shall be included in the Department membership count for each fifteen (15) credit hours of instruction, or major fraction thereof, being taught on campus by faculty not in the Department.



#### APPENDIX C

# STATEMENT ON ETHICS FROM THE AMERICAN ASSOCIATION OF UNIVERSITY ROFESSORS

- I. The professor, guided by a deep conviction of the worth and dignity of the advancement, recognizes the special responsibilities placed upon him. His primary responsibility to his subject is to seek and to state the truth as he sees it. To this end he devotes his energies to developing and improving his scholarly competence. He accepts the obligation to exercise critical self-discipline and judgment in using, extending, and transmitting knowledge. He practices intellectual honesty. Although he may follow subsidiary interest, these interests must never seriously hamper or compromise his freedom of inquiry.
- II. As a teacher, the professor encourages the free pursuit of learning in his students. He holds before them the best scholarly standards of his discipline. He demonstrates respect for the student as an individual, and adheres to his proper role as intellectual guide and counselor. He makes every reasonable effort to foster honest academic conduct and to assure that his evaluation of students reflects their true merit. He respects the confidential nature of the relationship between professor and student. He avoids any exploitation of students for his private advantage and acknowledges significant assistance for them. He protects their academic freedom.
- III. As a colleague, the professor has obligations that derive from common membership in the community of scholars. He respects and defends the free inquiry of his associates. In the exchange of criticism and ideas he shows due respect for the opinions of others. He acknowledges his academic debts and strives to be objective in his professional judgment of colleagues. He accepts his share of faculty responsibilities for the governance of his institution.
- IV. As a member of his institution, the professor seeks above all to be an effective teacher and scholar. Although he observes the stated regulations of the institution, provided, they do not contravene academic freedom, he maintains his right to critize and seek revision. He determines the amount and character of the work he does outside his institution with due regard to his paramount responsibilities within it. When considering the interruption or termination of his service, he recognizes the effect of his decision upon the program of the institution.
- V. As a member of his community, the professor has the rights and obligations of any citizen. He measure the urgency of these obligations in the light of his responsibilities to his subject, to his students, to his profession, and to his ion. When he speaks or acts as a citizen engaged in a profession that

## APPENDIX C (cont'd.)

## STATEMENT ON ETHICS FROM THE AMERICAN ASSOCIATION OF UNIVERSITY PROFESSORS

depends upon freedom for its health and integrity, the professor has a particular obligation to promote conditions of free inquiry and to further public understanding of academic freedom.

Wilfiam H. McPherson (Labor and Industrial Relations, University of Illinois), Chairman

David M. Bevington (English, University of Virginia)

John A. Christie (English, Vassar College)
Philip Denenfeld (English, Washington Office)

Kenneth E. Eble (English, University of Utah)

Joseph M. Nygaard (Education, Butler University)

Henry T. Yost (Biology, Amherst College)



#### APPENDIX D

#### ACADEMIC CALENDAR 1975—76

#### Fall Semester 1975

Regular Registration September 2, 3, and 4 Classes Begin for Evening Classes 6 p.m. September 4 Classes Begin for Day Classes 8 a.m. September 5 Instruction Ends December 12 Final Examinations Week of December 15 through 19
Winter Semester 1976
Regular Registration January 7 Noon, 8 and 9 Classes Begin January 12 Instruction Ends April 15 Final Examinations April 19—23  Spring Session 1976
Regular Registration April 29, 30 Classes Begin May 3 Instruction Ends June 18 Final Examinations June 21, 22, and 23
Summer Session 1976
Registration June 28 and 29 Classes Begin June 30 Independence Day July 5 Instruction Ends August 13 Final Exams August 16, 17, and 18



#### APPENDIX Q

#### ACADEMIC CALENDAR 1976-77

Fall Semester 19	176
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Regular Registration September 7, 8, and 9 Evening Instruction Begins September 9 Day Instruction Begins September 10 Instruction Ends December 17 Final Examinations Week of December 20 Winter Semester 1977
Regular Registration January 5 Noon, 6 and 7 Classes Begin January 10 Instruction Ends April 15 Final Examinations Week of April 18—22  Spring Session 1977
Regular Registration
Registration June 27 and 28 Classes Begin June 29 Independence Day July 4 Instruction Ends August 16 Final Exams August 17, 18, and 19



### APPENDIX E SALARY SCHEDULE 1975-76 TEN MONTH

New	1975-76	Α	В	Α	8
Step		(	2)	(3	3)
1	10,763	10	12	10	13
2	11,259	10	12	10	14
3	11,780	10	12	10	14
4	12,327	12	14	11	15
5	12,901	12	14	12	16
6	13,504	12	14	13	17
7	14,137	13	16	13	18
8	14,802	13	16	14	18
9	15,500	14	16	15	20
10	16,233	15	18	15	20
11	17,003	15	18	16	21
12	-17,811	16	18	17	22
13	18,660	16	19	17	23
14 - المناط	19,551	16	19	18	24
15	20,487	17	19	19	25
16	21,469	17	20	19	26
. 17	22,501	17	20	20	27
18	23,582	18	21	20	27
19	24,715	18	21	21	28
20	25.044	18	21	21	28

- (1) Base Salary
- (2) Overload Rate per SCH
- (3) SCH rate for Summer



75



# APPENDIX E

## SALARY SCHEDULE 1976-77 TEN MONTH

<b>~</b>	53	4	#	5	16	17	28	18	20	70	21	22	23	24	25	26	23	27	28	28	28
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82	12	12	12	<b>4</b>	#	<b>=</b>	9	9	9	<b>8</b>	<b>æ</b>	8	19	19	19	82	70	21	71	7	22
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1976–77 (1)	10,783	11,259	11,780	12,327	12,901	13,504	14,137	14,802	15,500	16,233	17,003	17,811	18,660	19,551	20,487	21,469	22,501	23,582	24,715	206,82	26,247
Step		7	က	*	ᄕ	9	7	<b>&amp;</b>	ත	2	=	12	ដ	*	र	9	11	<b>8</b> 2	19	2	21

(1) Baxe Salary

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(2) Overload Rate per SCH

(3) SCH Rate for Summer

#### APPENDIX F

#### **ASSOCIATION BOARD RELATIONS**

1. The College shall furnish to the Association a copy of the agenda of each monthly public Board of Trustees meeting, together with minutes of the pravious monthly public Board of Trustees meeting and any attachments thereto which would normally be distributed to the general public.

2. The College shall furnish office space to the Association.



#### APPENDIX G

#### FRINGE BENEFITS

#### 1. Life Insurance - Paid in Full by the College.

The Board agrees to furnish to all faculty the following insurance protection:

A. The Board shall provide MESSA group life insurance protection or its equivalent as follows:

Sala	ry Classification	Amount of Benefit
1	\$20,000 and over	\$50,000
H	\$15,000 - \$19,999	\$40,000
H	\$10,000 - \$14,999	\$30,000
11	\$ 5,000 - \$ 9,999	\$20,000
٧	Under \$5.000	\$10,000

The benefit will be paid to the faculty member's designated beneficiary. In the event of accidental death, the insurance will-pay double the specified amount. The program shall provide for optional life insurance in amounts up to one-half of the subsidized maximum, which will be available without health question at the established College rates, at the employee's expense through payroll deduction.

#### 2. Medical Insurance - Paid in Full by the College

A. The Board shall provide without cost to the employee, MESSA's Super Med 2 or Blue Cross/Blue Shield MVF-2 Master Medical Option 4 protection for the life of this contract for the employee's entire family. When appropriate, Medicare premiums will be paid on behalf of eligible spouses or their dependents.

#### 3. Dental Care - Co-Insurance

the employer.

The Board shall provide the Delta Gental Care program or its equivalent for all faculty and their eligible dependents, Plan E with Orthodontic Rider 0-3.

#### 4. Long Term Disability - Paid in Full by the College

Eligible upon enrollment (30 day provision.) Amount of benefits:

Beginning 91st day of disability, payment of 60% of current monthly salary up to a maximum salary to be considered of \$1,666.67 per month less any amount paid by any available retirement system contributed to by

#### 5. Tax Deferred Annuities - Salary Reduction Plan

Eligible upon enrollment and application if not previously a member. Employee reduce salary for contribution in accordance with Internal Revenue Code of 1954, as amended, and the regulations thereunder.



#### APPENDIX G (cont'd.)

#### FRINGE BENEFITS

6. <u>Michigan Public School Teachers Retirement Fund</u> — Paid in Full by the College effective October 1, 1975.

Eligible - 18 years of employment and age 55.

Benefit depends on years of service and average earning for the best 5 years.

7. Social Security - Paid by College and Employee

Eligible upon employment. Participation required.

Retirement benefits available at 65 or reduced benefits at 62. Life income for total and permanent disability. Lump sum payment upon death. Monthly income for qualified survivors.

8. Workmen's Compensation - Paid by the College

Eligible upon employment.

Benefits per schedule established by law for accidents or illness directly attributable to employment.

9. Tuition Authorization

Eligible upon employment.

Spouse and dependent children of faculty member — See paragraph 3.15. Faculty member — See paragraph 3.15 and 3.16.

10. Library Privileges

Eligible upon employment. Amount of benefit — Use of OCC Library facilities.

11. Employee Liability Coverage — Paid by the College

Eligible upon employment

Amount of benefit: Coverage for job connected liability situations. Maximum Personal Liability — \$506,000 per person, \$1,090,000 per accident. Property Liability maximum of \$100,000.

- 12. Vecations See Article VIII
- 13. Holidays See Article IX
- 14. Sick Leave See Article X
- 15. Jury Duty See Article X1
- 16. Bereevement Leave See Article XII
- 17. Leaves of Absence See Article XIII
- 18. Sebbatical Leave See Article VII



#### APPENDIX H

#### OAKLANO COMMUNITY COLLEGE FACULTY ASSOCIATION 3513 ELIZABETH LAKE ROAO

Pontiac, Michigan 48054

#### O.C.C.F.A. MEMBERSHIP FORM

In accordance with Article XXII Section 22.2 of the Master Labor Agreement all faculty must complete and return this form to the D.C.C.F.A. Treasurer within thirty (30) days following the commencement of the faculty member's contract.

#### COMPLETE ALL ITEMS

Social Security No2. Present Position
NameHome Phone
Address
CityStateZip
DCCFA dues and assessments and Non-member fees and assessments will be set in accordance with established DCCFA precedures.  Type of Payment (Check [ ] one)  My DCCFA dues and assessments or Non-member fees and assessment will be paid by:
[ ] Peyroll Deduction [ ] Cash Peyment
(If electing CASH PAYMENT, the appropriate dues and assessments of Non-resolver fees and assessments must accompany this form.)  Highest Degree Held
[ ] None [ ] BA-BS [ ] MA-MS [ ] Specialist [ ] Ooctorate
l authorize the Board of Trustees to deduct OCCFA dues and assessment or Non-member fees and assessments from my pay, unless I revoke this authorization in writing in accordance with the provisions of the Maste Labor Agreement.
Oate (Signature)

80

### APPENDIX H (cont'd.) O.C.C.F.A. MEMBERSHIP FORM

B.	034 3 (1)_		(4) Bi-weekly Payrol! Deduction
	(Code)	Amount	

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#### **APPENDIX I**

#### COURSE CLASSIFICATIONS FOR FACULTY LOAD

#### **GROUP A**

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AN1		152	ENG	261	MAT	155	PER	261
AN1		154	ENG	262	MAT	156	PER	272
ANT		251	FSC	150	MAT	163	PER	282
ART		156	FSC	151	MAT	171	PER	284
ARI		256	FSC	152	MAT	172	PHI	151
ARI	<b>T</b>	260	FSH	150	MAT	251	PHI	152
BID		256	FSH	151	MAT	252	PHI	161
BUS		101	FSH	152	MAT	271	PLS	101
BUS		121	FSN	150	MAT	272	PLS	105
BUS		140	FSN	151	MED	110	₽OL	151
BUS		141	FSN	152	MUS	156	POL	251
BUS		152	FSS	150	MUS	159	POL	252
OPA	!	101	FSS	151	MUS	161	POL	253
ECO		101	FSS	152	MUS	162	POL	261
EC0		261	GEO	151	MUS	163	PSY	151
EC0		262	GEO	152	MUS	164	PSY	251
EC0		263	HIS	151	MUS	166.1	PSY	263
ECO	1	271	HIS	152	MUS	166.2	PSY	271
EDU	1	140.3	HIS	155	MUS	166.3	PSY	273
EOU	)	141.3	HIS	160	MUS	166.4	PSY	281
EDU	1	142.3	HIS	170	MUS	171	PSY	291
EDU	1	150	HIS	251	MUS	172	RET	225
EDU	1	151	HIS	252	MUS	173	RET	226
EOU	1	152	HIS	261	MUS	174	SEC	103
EOU	)	153	HIS	262	MUS	175	SOC	251
ENG	1	161	HUM	151	MUS	176	SOC	252
ENG	1	170	HUM	152	MUS	177	SOC	253
ENG	1	171	HUM	153	MUS	178	SOC	254
ENG		172	HUM	154	MUS	201	SOC	255
ENG	}	251	HUM	162	MUS	202	SOC	261
ENG	1	252	HUM	171	MUS	251	SSC	151
ENG		253	HUM	190	MUS	252	SSC	152
ENG		254	MAT	151	PER	140.3	SSC	271
ENG		255	MAT	152	PER	150	THE	156
ENG		256	MAT	153	PER	201	THE	190
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## APPENDIX

# COURSE CLASSIFICATIONS FOR FACULTY LOAD

## GRO UP B

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# APPENDIX I (cont'd.) COURSE CLASSIFICATIONS FOR FACULTY LOAD GROUP B

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	ם י	RES	RES	RES	RES	RES	RES	RES	RES	PU	PSY	PSC	PSC	PLS	PLS	PLS	PLS	PLS	PLS	PLS	PLS	PLS	PLS	PLS	PLS	PLS	PLS	PLS	PLS	PLS	COURSE
720	3	220	216	145	120	<del>1</del> 0	1 <u>0</u> 5	102	<u>=</u>	8	283	157	156	240.3	236	235	234	233	232	231	230	226	225	222	220	215	212	208	122	112	NO.
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<sup>&</sup>quot;The apprenticeship courses which are taught at Auburn Hills Campus are considered to be on the Group B List."

#### APPENDIX J

#### COACHING SUPPLEMENTAL CONTRACTS

When a faculty member is amployed under a supplemental contract by the College as a coach, he shall be paid in accordance with the following schedule for the season contained herein:

#### % of Faculty Members Column I Salary

Tennis	5%
Hockey	8%
Basketball	11%
Frosh Basketball	51/4%
Swimming	8%
Wrestling	8%
Baseball	8%
Bowling	5%
Golf	5%
Cross Country	5%
Debate	5% per year
<b>Dramatics</b>	5% per year
Entramurais	8% per year
Faculty Manager	5% per year

Meeting any coaching responsibilities shall not remove the necessity for a faculty member to see that his scheduled instructional assignments are properly met.



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